

UNOFFICIAL COPY

Accommodation
Recording
(904934)

stewart title

700 E Diehl Rd. Suite 180
Naperville, IL 60563



Doc# 2032006232 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/17/2020 04:08 PM PG: 1 OF 10

Recording Information Cover Page

This page is added for the purpose of affixing recording information

- DEED _____
- MORTGAGE _____
- POWER OF ATTORNEY _____
- RELEASE _____
- SUBORDINATION _____
- OTHER Vacant Land Contract _____

S ✓
P 10
S 1
M _____
SC _____
E _____
INT SP

UNOFFICIAL COPY

MAINSTREET ORGANIZATION OF REALTORS®

VACANT LAND CONTRACT

[NOT TO BE USED FOR TEARDOWNS]



DS
ES

Handwritten: "Cancellation of other offer, and/or of this contract"

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".
2. Buyer Name(s) *[PLEASE PRINT]* Anthony & Rosana Alagna
3. Seller Name(s) *[PLEASE PRINT]* Zalini Sakiri
4. If Dual Agency applies, check here and complete Optional Paragraph 29.
2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 22806 SQ FT commonly known as:

<u>7 Ruffled Feathers Dr</u>	<u>Lemont</u>	<u>IL</u>	<u>60439</u>	<u>Cook</u>
Address/Lot # (if applicable)	City	State	Zip	County
3. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 265,000 CASH. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.
 - a) CREDIT AT CLOSING: *[IF APPLICABLE]* Provided Buyer's lender permits such credit to show on the final settlement statement of lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.
 - b) EARNEST MONEY: Earnest Money of \$ 10,000 shall be tendered to Escrowee on or before 3 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered by 20 Earnest Money shall be held in trust for the mutual benefit of the Parties by *[CHECK ONE]*:
 - Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee." In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
 - c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.
4. CLOSING: Closing shall be on September 1st, 2020 or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.
5. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the parties.
6. FINANCING: *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]*
 - a) LOAN CONTINGENCY: Not later than forty-five (45) days after Date of Acceptance or five (5) Business Days prior to the date of Closing, whichever is earlier ("Loan Contingency Date") Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: *[CHECK ONE]* fixed; adjustable; *[CHECK ONE]* conventional; FHA; VA; USDA; other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum, amortized over not less than 30 years. Buyer shall pay discount points not to exceed _____ % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,

Buyer Initial RA Buyer Initial RA Seller Initial ES Seller Initial _____

Address 7 Ruffled Feathers Dr, Lemont, IL 60439

(Page 1 of 7) © 2019 MAINSTREET ORGANIZATION OF REALTORS®

UNOFFICIAL COPY

49 then this Contract shall continue in full force and effect without any loan contingencies.

50 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's
51 existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer
52 obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale
53 and/or closing of Buyer's existing real estate.

54 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
55 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

56 RA ^{DS} ES b) **CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH]** If this selection is made, Buyer
57 will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of
58 Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
59 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
60 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.
61 Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act
62 or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at
63 Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing
64 fee equally. Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or
65 closing of Buyer's existing real estate.

66 RA ^{DS} ES c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at
67 closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that
68 Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
69 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
70 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.
71 Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply
72 for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's
73 obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of
74 Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining
75 financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
76 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying
77 the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company
78 escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the
79 Parties shall share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract
80 shall not be contingent upon the sale and/or closing of Buyer's existing real estate.

81 7. **PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall be
82 prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and
83 deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities;
84 water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella
85 Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable
86 item.

87 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of the most
88 recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as
89 provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner,
90 senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will
91 submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after
92 Closing, to preserve said exemption(s). The proration shall not include exemptions to which the Seller is not
93 lawfully entitled.

94 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are
95 \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
96 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
97 special assessments by the Association(s) confirmed prior to Date of Acceptance.

98 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
99 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

100 8. **ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
101 Parties, by Notice, may:

102 a) Approve this Contract; or

Buyer Initial RA Buyer Initial RA Seller Initial ^{DS} ES Seller Initial _____

Address: 1 Suffolk Townships, Ct., Lebanon, IL 60439

UNOFFICIAL COPY

103 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
 104 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
 105 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal
 106 is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not
 107 been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this
 108 Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
 109 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any
 110 proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a
 111 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer
 112 nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

113 If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of
 114 this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If
 115 Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the
 116 giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral
 117 reinstatement or withdrawal of any proposal(s).

118 9. **WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] _____ Buyer
 119 acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such
 120 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.

121 10. **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice
 122 and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and
 123 the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the
 124 property to its original condition and agrees to be responsible for any damage incurred while performing such inspections.
 125 Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which
 126 may be required to be reported to the appropriate governmental authorities. Buyer agrees to hold harmless and
 127 indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections
 128 and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event
 129 the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 130 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Unless specifically
 131 requested by Seller, Buyer shall not provide copies of any inspection report.

132 11. **BUILDING AND SEWAGE PERMITS CONDITION:** This Contract is subject to the condition that Buyer(s)
 133 obtain within _____ Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable
 134 septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the
 135 subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been
 136 unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the
 137 time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's
 138 attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be
 139 refunded to Buyer(s). **(IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME**
 140 **SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS**
 141 **CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.**

142 12. **SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within _____ Business Days
 143 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the
 144 Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated
 145 by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such
 146 tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set
 147 forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written
 148 direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time
 149 specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force
 150 and effect.

151 13. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
 152 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller
 153 within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer
 154 shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein
 155 shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

Buyer Initial RA Buyer Initial RA

Seller Initial ES Seller Initial _____

Address: 20000 Redwood Dr., Torrance, CA 90509

(Page 4 of 7) © 2019 © MAINSTREET ORGANIZATION OF REALTORS®

UNOFFICIAL COPY

156 14. **CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** *[IF APPLICABLE]* The Parties agree that the terms
157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

158 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the
159 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
160 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
161 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions
162 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
163 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

164 b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
165 assessments confirmed prior to the Date of Acceptance.

166 c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as
167 stipulated by the Illinois Condominium Property Act, if applicable; and Seller shall diligently apply for same. This
168 Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any
169 option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants,
170 Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions
171 and Restrictions.

172 d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements
173 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the
174 documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations
175 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void
176 by giving Seller written notice within five (5) Business Days after the receipt of the documents and information
177 required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served
178 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in
179 full force and effect.

180 15. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
181 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights; (or the
182 appropriate deed if title is in trust or in an estate, and with real estate transfer stamps to be paid by Seller (unless
183 otherwise designated by local ordinance); Title when conveyed will be good and merchantable, subject only to covenants,
184 conditions, and restrictions of record, building lines and easements, if any, provided they do not interfere with the current
185 use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

186 16. **ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is
187 zoned: Residential

188 17. **TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
189 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
190 commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate
191 in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and
192 shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by
193 Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
194 stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments
195 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the
196 title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If
197 Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title
198 as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount.
199 Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary
200 forms required for issuance of an ALTA Insurance Policy.

201 18. **PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to
202 Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary
203 surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by an professional land
204 surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of
205 record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot
206 lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the
207 appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The
208 survey shall have the following statement prominently appearing near the professional land surveyor seal and signature:
209 "This professional service conforms to the current Illinois minimum standards for a boundary survey. A Mortgage

RA
DS
ES

Buyer Initial RA Buyer Initial RA Seller Initial ES Seller Initial ES
Address: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
*Seller shall state there are no encroachments

UNOFFICIAL COPY

210. Inspection, as defined, is not a boundary survey, and is not acceptable.

211 19. **ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this
212 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
213 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in
214 the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party
215 requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the
216 title company escrow closing fee equally.

217 20. **DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior delivery of the deed, the
218 Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by
219 condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of
220 accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the
221 destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace
222 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be
223 applicable to this Contract, except as modified in this paragraph.

224 21. **SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
225 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
226 notice from any association or governmental entity regarding:

- 227 a) zoning or health code violations that have not been corrected;
- 228 b) any pending rezoning;
- 229 c) boundary line disputes;
- 230 d) any pending condemnation or Eminent Domain proceeding;
- 231 e) easements or claims of easements not shown on the public records;
- 232 f) any hazardous waste on the Real Estate;
- 233 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 234 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

235 Seller further represents that:

236 [INITIALS] DA ^{DS} There [CHECK ONE] is is not an unconfirmed pending special assessment
 237 affecting the Real Estate by any ^{DS} association or governmental entity payable by Buyer after the date of Closing.

238 [INITIALS] DA ^{DS} The Real Estate [CHECK ONE] is is not located within a Special Assessment Area
 239 or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

240 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that
 241 require modification of the representations previously made in this Paragraph 21, Seller shall promptly notify Buyer. If the
 242 matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller
 243 and this Contract shall be null and void.

244 22. **CONDITION OF REAL ESTATE AND INSPECTION:** All refuse and personal property that is not conveyed to
245 Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real
246 Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of
247 Offer of this Contract, normal wear and tear excepted.

248 23. **GOVERNMENTAL COMPLIANCE:** The Parties agree to comply with the applicable reporting requirements of the
249 Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

250 24. **BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
251 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date
252 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

253 25. **ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
254 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall
255 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced
256 by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital
257 signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the
258 Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method,
259 such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by
260 electronic mail.

261 26. **DIRECTION TO ESCROWE:** In every instance where this Contract shall be deemed null and void or if the

Buyer Initial DA Buyer Initial RA Seller Initial ES Seller Initial _____

Address: 21444 East 71st Street, Chicago, IL 60646

UNOFFICIAL COPY

262 Contract may be terminated by either Party, the following shall be deemed incorporated; and Earnest Money refunded
263 upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent
264 jurisdiction".

265 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this
266 Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may
267 elect to proceed as follows:

268 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior
269 to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in
270 the absence of any written objection. If no written objection is received by the date indicated in the Notice then
271 Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in
272 writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written
273 direction from all Parties or until receipt of an order of a court of competent jurisdiction.

274 Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the
275 dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount
276 necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the
277 Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer
278 and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader
279 action.

280 27. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
281 Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
282 manner:

- 283 a) By personal delivery; or
- 284 b) By mailing to the addresses rec'd on Page 7 by regular mail and by certified mail, return receipt requested.
285 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 286 c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
287 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
288 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 289 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party's
290 attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail
291 transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and
292 time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future
293 e-mail Notice by any form of Notice provided by this Contract; or
- 294 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
295 following deposit with the overnight delivery company.
- 296 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
297 Designated Agent in any of the manners provided above.
- 298 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
299 such courtesy copies shall not render Notice invalid.

300 28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
301 are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect
302 reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

303 THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.

304 _____ 29. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously
305 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage
306 services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred
307 to in this Contract. DS

308 RA ES 30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has
309 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or
310 before August 12, 2020. In the event the prior contract is not cancelled within the time specified, this
311 Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
312 Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and
313 Professional Inspections provisions of this Contract have expired, been satisfied or waived.

Buyer Initial RA Buyer Initial RA Seller Initial ES Seller Initial ES
 Address 7, Budick Festival Dr, Lombard, IL 60439
 (Page 6 of 7) © 2019 - 2020 MAIN STREET ORGANIZATION OF REALTORS®

UNOFFICIAL COPY

314 _____ 31. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
 315 Estate by _____ Buyer's specified party, within five (5) Business Days after the
 316 Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to
 317 Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time
 318 specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

319 RA BS 32. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this
 320 Contract [IDENTIFY BY TITLE]: Broker is related to Buyer.

322 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT
 323 TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

324 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES
 325 OR THEIR AGENTS.

326 THE PARTIES REPRESENT THAT TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 327 VACANT LAND CONTRACT OF MAIN STREET ORGANIZATION OF REALTORS®.

8/4/2020 | 2:38 PM PDT

328 <u>8/4/2020</u> Date of Offer	DATE OF ACCEPTANCE	DocuSigned by: <u>Zaim Sakiri</u> AEE9710E85824C3...
329 <u>[Signature]</u> Buyer Signature	Seller Signature	
330 <u>[Signature]</u> Buyer Signature	Seller Signature	
331 <u>Anthony & Rosana Alagna</u> Print Buyer(s) Name(s) [REQUIRED]	<u>Zaim Sakiri</u> Print Seller(s) Name(s) [REQUIRED]	
332 <u>52 Ruffled Feathers Dr.</u> Address [REQUIRED]	<u>14251 131st Street</u> Address [REQUIRED]	
333 <u>Lemont IL 60439</u> City, State, Zip [REQUIRED]	<u>Lemont, IL 60439</u> City, State, Zip [REQUIRED]	
334 <u>alagna@alltrucks.com</u> Phone	Phone	E-mail

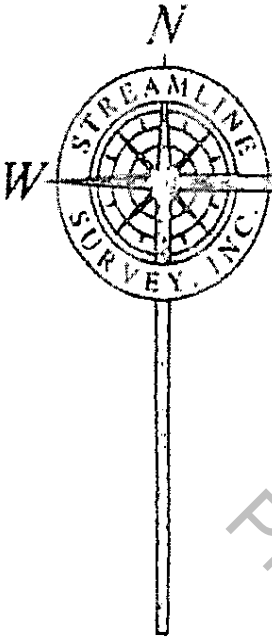
FOR INFORMATION ONLY

343 <u>Realty Executives Elite</u> Buyer's Brokerage	<u>60513</u> MLS #	<u>478009338</u> State License #	<u>Eric S. Warner</u> Seller's Brokerage	<u>70001</u> MLS #	<u>471004578</u> State License #
344 <u>15400 127th St</u> Address	<u>Lemont</u> City	<u>60439</u> Zip	<u>727 Ogden Avenue</u> Address	<u>Downers Grove</u> City	<u>60515</u> Zip
345 <u>Rosemary Femminella</u> Buyer's Designated Agent	<u>248257</u> MLS #	<u>475168411</u> State License #	<u>Russell Clements</u> Seller's Designated Agent	<u>218510</u> MLS #	<u>475132823</u> State License #
346 <u>(630) 243-9500</u> Phone			<u>(630) 854-5132</u> Phone	<u>(630) 735-9004</u> Phone	
347 <u>rosefemminella@realtyexecutives.com</u> E-mail			<u>rusty.clements@tdw.com</u> E-mail		
348 <u>Richard Caldarazzo</u> Buyer's Attorney	<u>rcaldarazzo@aol.com</u> E-mail		<u>Peter P. Pashy</u> Seller's Attorney	<u>macymozdzone@ameritech.com</u> E-mail	
349 <u>630-730-5102</u> Phone			<u>708-598-6626</u> Phone		
350 <u>Mortgage Company</u> Mortgage Company			<u>Schrock Assoc</u> Homeowner's/Condo Association (if any)	<u>708-349-3133</u> Phone	
351 <u>Loan Officer</u> Loan Officer			<u>Management Co./Other Contact</u> Management Co./Other Contact		
352 <u>Loan Officer E-mail</u> Loan Officer E-mail			<u>Management Co./Other Contact E-mail</u> Management Co./Other Contact E-mail		

363 Illinois Real Estate License Law requires all offers be presented in a timely manner. Buyer requests verification that this offer was presented.
 364 Seller rejection: This offer was presented to Seller on _____ 20____ at _____ a.m./p.m. and rejected on
 365 _____ 20____ at _____ a.m./p.m. [SELLER INITIALS]

UNOFFICIAL COPY

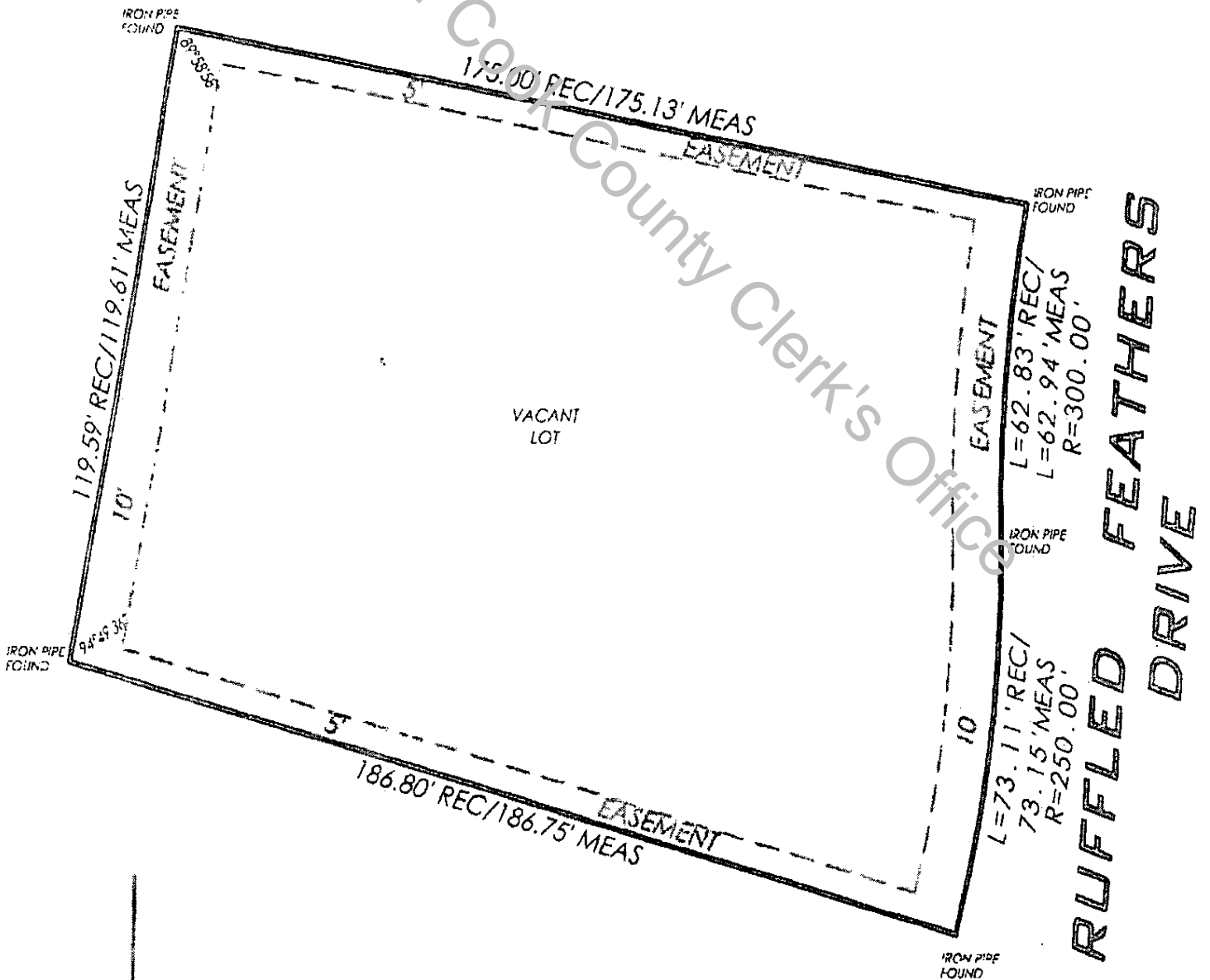
PLAT OF SURVEY



18148 S. MARTIN AVE. HOMERWOOD, IL 60430 708-4-SURVEY (478-7839), 708-478-4076 fax

PARCEL 1: LOT 7 IN RUFFLED FEATHERS, BEING A SUBDIVISION OF PART OF SECTION 27, AND PART OF THE NORTH 1/2 OF SECTION 34, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOTS P AND R AS CREATED BY THE PLAT OF SUBDIVISION.



Property of Cook County Clerk's Office

UNOFFICIAL COPY



FIRST NATIONS BANK

August 4, 2020

Re: 7 Ruffled Feather Drive, Lemont, IL

To Whom It May Concern,

This is to verify that Matt Alagna can make a cash purchase of the above reference property with available funds on deposit at First Nations Bank. We appreciate the exemplary way in which he has managed his Loan and Deposit relationship with First Nations Bank over the years.

Sincerely,

Melissa L. Long-Smith, Esq.
Senior Vice President

1151 East Butterfield Road, Wheaton, Illinois 60187-8873 (630) 260-2200 Fax: (630) 260-2210
7757 West Devon Avenue, Chicago, Illinois 60631-1509 (773) 594-5900 Fax: (773) 594-0600



Member FDIC